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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 1064 OF 2004
IN
GARNISHEE NOTICE NO. 1406 OF 2002
IN
EXECUTION APPLICATION NO. 190 OF 2002

Elite Construction

Company. . . Claimant.

vs.

Vishal Earthmovers . . Respondent.

And

Abhyudaya Co-operative Bank

Ltd., . . Garnishee

And

Hindustan Construction

Company Ltd., . . Applicant.

Mr. V.R. Dhond with Mrs. Bhavini Menon

i/by Humranwala & Co.

for applicant/Garnishee no.2.

CORAM : S.U.KAMDAR, J.

DATE : 13th April, 2005.

P.C.

1. The present chamber summons is taken out to take the consent terms which has been executed by and between the parties on record. Under the consent terms it has been provided that the entire amount has been paid by the applicant Garnishee no. 2 to the decree holder. The said chamber summons is served on all parties. None appears for the respondents. In view of the aforesaid position, the chamber summons is made absolute in terms of prayer clauses (a) and (b). The office is directed to mark the said award decree dated 20.10.2001 as satisfied as far as claim against the Garnishee no. 2 is concerned. The decree holder is at liberty to proceed for the execution of the decree for the remaining amount. The Office is directed to mark satisfied the decree to the extent of Rs. 2,46,113/-. The chamber summons disposed of accordingly. Garnishee Notice against the Garnishee no. 2 is discharged.